

**AGREEMENT**

**Between**

**THE CITY OF LONG BRANCH**

**and**

**NEW JERSEY STATE FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION LOCAL NO. 68**

**JANUARY 1, 2008 THROUGH DECEMBER 31, 2013**

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. BOX 112  
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(908) 580-1778

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## PREAMBLE

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF LONG BRANCH**, a municipality in the County of Monmouth, State of New Jersey, hereinafter referred to as the "City" and **NEW JERSEY STATE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 68** (hereinafter referred to as the "Association").

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between City and the Association and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law; and,

**WHEREAS**, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal laws and City Ordinances and regulations may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant; and,

**WHEREAS**, the Mayor and the Chief Administrative Officer of the City of Long Branch have negotiated with the members of the Association with regard to this Agreement; and,

**WHEREAS**, this Agreement has been approved by the City Council of the City of Long Branch pursuant to a resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 2010.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

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**ARTICLE I**  
**MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action or good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers to the City shall be limited by the provisions of the New Jersey Employer-Employee Relations Act and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authorities, duties and responsibilities under Title 40 and 40A, N.J.S.A. and Title 11A, N.J.S.A., or any other national, state, county or local laws or ordinances.

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## ARTICLE II RECOGNITION

The City hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time permanent firefighters employed by the City. The negotiations unit represented by the Association shall exclude fire captains, fire lieutenants, police employees, civilian employees, and managerial executive and confidential employees as defined in the New Jersey Employer-Employee Relations Act.

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above-defined negotiations units.

**ARTICLE III**  
**NO STRIKE PLEDGE**

**Section 1.**

It is understood that there shall be no strikes, sitdowns, slowdowns, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall any employee representative or official of the Association authorize, assist, take part in or encourage any such strike, sitdown, concerted failure to report for duty, work stoppage, or limitation upon production against the City. The Association shall not be held liable for unauthorized acts of its members provided the Association orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

**Section 2.**

The City reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

**Section 3.**

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## ARTICLE IV EMPLOYEE RIGHTS

### Section 1.

The City and the Association hereby agree that every eligible employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws of 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reasons of membership, participation, collective negotiations, grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment due to Association activities.

### Section 2.

It is further agreed that the Association shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

### Section 3.

In the event any employee has a complaint alleging discrimination because of race, creed, color, sex, national origin, or political affiliation or any other reason, said employee shall have the right to bypass the grievance procedure and file a grievance directly and confidentially with the City Business Administrator.



**ARTICLE V**  
**AUTHORIZED SALARY DEDUCTIONS**

The City, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

**Section 1.**

(a) Upon receipt of a duly signed authorization from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.

(b) The amount of monthly dues and initiation fees will be certified in writing by the Association and the amount shall be uniform for all members.

(c) No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made.

(d) Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.

(e) A new dues deduction authorization card will automatically cancel any prior deduction authorization on file with the City.

(f) The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of

action taken by the City in reliance upon the salary deduction authorization cards submitted by the Association to the City.

(g) The City agrees to inform all newly-hired employees, who are eligible to join the Association, that they may join the Association sixty (60) days thereafter.

## **Section 2.**

(a) The City agrees to deduct a fair share fee from the earnings of those members who elect not to become members of the Association and transmit the same to the Association's Treasurer.

(b) The deduction of the fair share fee shall commence for the said member who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Treasurer of Local #68 stating the amount of the fair share fee.

(c) The fair share fee for services rendered shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues available to only members of the Association, but in no event shall the fair share fee exceed eighty-five (85%) percent of the regular membership dues, initiation fees and assessments.

(d) The Association shall establish and maintain a demand and return procedure whereby any member can challenge the fair share assessment as computed by the Association.

This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fair share fee in escrow pending resolution of the appeal. A copy of the Association's demand and return system shall be provided to the City annually.

(e) The Association agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the City at the request of the Association under this Article.

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## ARTICLE VI REPRESENTATION

### Section 1.

Designated representatives of the Association may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting the adjustment of grievances. When the Association decides to have its representatives enter City facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of City government or normal duties of its employees.

### Section 2.

The Association Executive Delegate shall be granted 8:00 A.M. to 6:00 P.M. off once per month, if scheduled to work, to attend the monthly meetings of the New Jersey State Firemen's Mutual Benevolent Association, except in the month of August when the Executive Delegate and President will be permitted to attend the F.M.B.A. meeting.

### Section 3.

A total of two (2) members of the Association will be granted time off with pay to attend the annual convention of the New Jersey State Firemen's Mutual Benevolent Association. Reasonable notice will be given to said members' immediate supervisor prior to the convention.

## ARTICLE VII SALARY INCREASES

### Section 1.

The following salary ranges and rates are provided for the years 2008, 2009, 2010, 2011, 2012 and 2013 as shown in Appendix A (attached).

### Section 2.

It is understood and agreed that there will be no salary adjustments in annual pay to be granted in 2008 prior to ratification by both the City and the Association of a new agreement for the year 2008.

### Section 3.

Employees shall be paid bi-weekly on every second Friday.

### Section 4.

The City agrees to enact ordinances to effectuate salary increases as set forth in Section 1 of this Article. Should any ordinance be enacted after the effective date as set forth herein, all increases will apply retroactively back to such effective date.

**ARTICLE VIII**  
**HOURS OF WORK AND OVERTIME**

**Section 1.**

The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law.

**Section 2.**

Overtime opportunities will be distributed as equally and practically among employees in the same job classification, department and shift.

**Section 3.**

Overtime shall be paid at one and one-half (1½) times the employee's hourly rate. Those firefighters who are held over from their shift by order of a superior officer shall be compensated in fifteen (15) minutes increments.

**Section 4.**

The work shift shall be 24 hours, from 8:00 A.M. to 8:00 A.M., pursuant to an April, 2001 Memorandum of Agreement between the City and the FMBA. Overtime (at time and a half) shall be earned whenever an employee works for the City other than during his or her regularly scheduled shift (the regular schedule being 24 hours on, 72 hours off). Consistent with

the foregoing, Firefighters known as vacation men will earn overtime (at time and one half) whenever they work in excess of 168 hours in a 28-day period.

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**ARTICLE IX**  
**PERSONAL TIME**

Effective January 1, 2001, 48 hours' worth of personal time, to be used in no less than 12 hour blocks, shall be granted to each employee. Said days may be taken only when requested at least seventy-two (72) hours in advance, except in unusual circumstances as approved by the Director of Public Safety.



**ARTICLE X**  
**VACATION LEAVE**

**Section 1.**

Employees shall be granted a vacation leave if earned each calendar year of employment without loss of pay. Vacation leave may be taken at any time in the year; however, the Chief Administrative Officer reserves the right to limit the number and frequency of vacation leave during the months of June, July and August.

Vacation leave shall be earned in the following manner for employees hired prior to January 1, 2007:

First Year	One-half (1/2) day for each month of employment
2-3 Years	6 days (144 hours)
4-7 Years	7 days (168 hours)
8-18 Years	10 days (240 hours)
19 Years or more	13 days (312 hours)

Vacation leave shall be earned in the following manner for employees hired on or after January 1, 2007:

First Year	One-half (1/2) day for each month of employment
2-3 Years	6 days (144 hours)
4-10 Years	7 days (168 hours)
11-18 Years	8 days 192 hours)
19 Years or more	10 days (240 hours)

## **Section 2.**

Permanent part-time employees shall earn vacation leave on a proportion basis applied to the above schedule.

## **Section 3.**

Vacation leave must be taken during the current calendar year at such time as permitted unless the City determines otherwise because of pressure of work. Any unused vacation leave may be carried forward into the next succeeding calendar year only.

## **Section 4.**

Anything hereinbefore to the contrary notwithstanding, the Chief Administrative Officer shall determine and approve the dates and times of vacation leave to be taken by employees. Whenever possible, vacation leave shall be based on a seniority basis.

## **Section 5.**

Eligibility shall be computed as of the first day of the month hired provided that the employee is hired within the first fifteen (15) days of such month.

## **Section 6.**

Any firefighter who is entitled to vacation leave at the time of retirement shall receive the earned leave which has not been taken or the monetary equivalent thereof.

**Section 7.**

Vacation selections are to be made no later than October 15<sup>th</sup> of the year prior to the vacation being taken.

## ARTICLE XI SICK LEAVE

### Section 1.

Within the first year of service, an employee shall receive 12 hours' sick leave with pay for each month of service from the date of the employee's regular appointment up to and including the end of the first calendar year of employment.

Existing benefits as governed by Civil Service and municipal ordinances, including but not limited to Municipal Ordinance 75-11, shall apply unless modified hereinafter. The Association waives any claim for additional days of sick leave for members of the negotiations unit for any years completed on or prior to December 31, 1990.

### Section 2.

Sick leave not taken shall accumulate to employee's credit from year to year, and such employee shall be entitled to such accumulative sick leave with pay if and when needed.

### Section 3.

A. Employees hired prior to March 1, 1997 shall be eligible to receive, upon retirement, reimbursement for accrued sick time as set forth in Subsection B below. Said employee shall advise the Director of Public Safety of the employee's intention to retire by November 1st of the year so that budget requirements may be met and so provided. Payment of said amount shall be made in two (2) equal payments: the first payment of which shall be no

later than the April 1st following the employee's retirement; the second payment shall be made no later than twelve (12) months from the date of the first payment. Should the retired employee decease prior to either or both payments having been made by the City, then said payments, in the same amount and manner, shall be made to the deceased's beneficiary, as listed on the employee's retirement form or, should none be listed, his/her estate. Employees hired after March 1, 1997 shall not be eligible to receive this benefit upon retirement.

B. Benefits for the beneficiary(ies)/employees are as follows:

(1) An employee with more than five (5) years of creditable service, but less than fifteen (15) years, shall be paid 50% percent of the employee's total accumulated sick days' pay, not to exceed five thousand (\$5,000.00) dollars.

(2) An employee with fifteen (15) years of creditable service, but less than twenty (20) years, shall be paid 50% percent of the employee's total accumulated sick days' pay to a maximum of 91 twenty-four hour days or 2184 hours, or \$5,000, whichever is greater.

(3) An employee with twenty (20) years of creditable service, but less than twenty-five (25) years, shall be paid 75% percent of the employee's total accumulated sick days' pay to a maximum of 91 twenty-four hour days or 2184 hours or \$5,000, whichever is greater.

(4) An employee with twenty-five (25) years or more of creditable service shall be paid 100% percent of the employee's total accumulated sick days' pay to a maximum of 91 twenty-four hour days or 2184 hours or \$5,000, whichever is greater.

(5) Beneficiary(ies) of employees/employees hired after March 1, 1997 shall not be eligible to receive this benefit.

#### Section 4.

The New Jersey Civil Service Statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

#### Section 5.

Each sick day as indicated in Section 1 and 2 above shall be calculated on a twelve (12) hour day basis. Sick leave will be deducted on actual hours taken

#### Section 6.

In the event a permanent employee requires an extended leave of absence, the City may fill the position, or may assign a regular employee to work overtime. If the City chooses to fill the position, it shall utilize the following procedure in successive manner.

A. If a complete eligible list exists for the title of Firefighter, U.F.D., an interim appointment shall be made from such list, in accordance with the procedures set forth in N.J.A.C. 4A:4-1.6.

B. If no complete eligible list exists for the title of Firefighter, U.F.D., the interim appointee shall possess the minimum qualifications for the title.

C. In the event the above procedures fail to produce an applicant, the City may appoint a qualified member of the Long Branch Fire Department at a rate lower than the applicable salary rate for a first year firefighter, said rate to be determined by the City.

## ARTICLE XII INJURY LEAVE

### Section 1.

If an employee is injured on the job or off the job but is acting in the capacity of a firefighter, then the City shall pay the employee's full salary, minus whatever State Disability, Workmen's Compensation or other benefits the employee receives, and when the State Disability, Workmen's Compensation Benefits or other benefits run out, then the City shall pay the full salary and this shall continue to be paid by the City to the employee until the employee is physically able to return to work. Said payment shall not exceed one (1) calendar year. Whenever possible, the said Workmen's Compensation Benefits, State Disability Benefits, or other benefits may be deducted from the pay of the injured employee if the employee is receiving the benefits directly.

### Section 2.

All days that the employee is out because the employee was injured on the job or off the job but is acting in the capacity of a firefighter shall not count against entitled sick days under the provisions of this contract.

### Section 3.

If any employee is injured off the job and is not acting in the capacity as a firefighter, then the employee shall be entitled to take whatever accumulated sick and vacation leave that has accrued until they run out.



**ARTICLE XIII**  
**BEREAVEMENT LEAVE**

The City shall grant to each employee bereavement leave from the day of death until the day of the funeral in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Chief Administrative Officer. It is understood that this leave shall not exceed 48 hours' bereavement leave, to be used in no less than 10 hour increments.

The immediate family is defined as: Mother, Father, Mother-In-Law, Father-In-Law, Husband, Wife, Son, Daughter, Brother, Sister, Brother-In-Law, Sister-In-Law, Grandparents, Grandchildren, or any relative residing in the employee's household.

## ARTICLE XIV UNIFORM ALLOWANCE

### Section 1.

The City shall issue to all unit employees personal protective equipment as required by the New Jersey Public Employees' Occupational Safety and Health Act, N.J.S.A. 34:6A-25 et seq., and the New Jersey Administrative Code as of November 6, 1986 at no cost to the employee.

### Section 2.

The initial uniform costs, together with any change or addition to the initial uniform, shall be paid by the City. The parties agree that the City possesses a non-negotiable managerial prerogative to determine and change uniforms. Any change to the prescribed uniform will be with the approval of the Director of Public Safety. For informational purpose only, the City shall advise current employees and new hires of the items which constitute the initial uniform.

### Section 3.

The source, application and manner of payment of such allowances authorized herein shall be determined by the Chief Administrative Officer.

**Section 4.**

Effective January 1, 2010, the sum of \$525 shall be paid as a stipend as a uniform allowance for each Firefighter. The aforesaid amount shall be paid annually in each year after 2010 effective January 1, of each such year.

**Section 5.**

The Association's uniform committee shall have input in the preparation of uniform specification for the annual uniform contract bids.

**Section 6.**

Subject to the approval of the Director of Public Safety, the City shall replace uniforms damaged in the line of duty.

**Section 7.**

A newly hired firefighter, upon entering the employ of the City, shall receive the following uniform allotment:

- 1 - Spring Jacket - Fechheimer #42180, Navy color
- 1 - Hat - Sentry #F-303, Silver band
- 1 - Belt - Chrome Buckle - Dutyman 1215U, Black color
- 1 - Tie - S. Broome #900BO, Black color
- 1 - Nameplate, Chrome
- 2 - Sweatshirts - Lee Crossgrain #7315, Navy color
- 4 - Short sleeve T-Shirts - Fruit of Loom #3931, Navy color
- 3 (2 breast, 1 hat) Badges - Braxmer #892H, Chrome
- 1 - Cairns UFD Helmet Shield with badge # in middle

2 - Shirt - Short sleeve #1475, Navy color  
2 - Shirt - Long sleeve #1375, Navy color  
3 - Trousers - Lion #2160, Navy color  
1 - Fall jacket - Blauer #348T1-1  
1 - Job shirt - Lion #587, Navy color  
Embroidered collar and name in block letters in silver on work shirts  
UFD patch and American Flag patch on work shoes  
1 pair - Standard issue work shoes  
Turnout gear if needed  
3 (2 breast, 1 hat) Badges - Officers - Braxmer #892H, Chrome

Any substitutions and/or changes from the list above shall be at the discretion of the City,  
but shall reflect the uniform needs of the member(s).

#### **Section 8**

The City shall repair and clean all personal protective equipment issued to each employee  
that is damaged or dirtied in the line of duty, at no cost to the member.

**ARTICLE XV**  
**EMPLOYEE INSURANCE PROGRAMS**

**Section 1.**

It is mutually understood and agreed that the City presently has in force Blue Cross, Blue Shield, Major Medical Insurance and Rider J Insurance coverage for all employees covered by this Agreement, and the same will be continued in full force and effect.

**Section 2.**

The City shall secure and maintain accident and liability insurance for all its employees, to provide defense for all actions brought against an employee by a third party as a result of City employment and operating of City equipment.

**Section 3.**

The City shall continue to make contributions as heretobefore to provide pension and retirement benefits to employees covered by this Agreement.

**Section 4.**

The City shall continue to provide \$5,000.00 Life Insurance for each employee, who shall have the sole right to name the Beneficiary.

## **Section 5.**

- (a) The Dental Insurance Program in effect July 1, 1981 shall continue in effect for the duration of this contract.
- (b) The Dental Insurance Program will be financed entirely by City funds and shall be an "open" panel policy.

## **Section 6.**

- (a) The City shall maintain the traditional health care plan for all hospitalization, health and medical insurance for each employee, spouse and dependents; however, to remain in the traditional health care plan, employees will contribute \$300 per month.
- (b) Employees will be permitted to switch from the traditional health care plan to either the POS, PPO or HMO plan at no cost to the employee. However, employees cannot switch back to the traditional plans.
- (c) Employees hired after December 4, 2006 are not eligible to enroll in the traditional health care plan.

## **Section 7.**

Employees are subject to the following co-payments for prescription benefits:

- |    |                   |         |
|----|-------------------|---------|
| 1. | Generic Drugs:    | \$10.00 |
| 2. | Brand-name Drugs: | \$20.00 |
| 3. | Formulary Drugs:  | \$35.00 |

**Section 8.**

Effective January 1, 2007, employees are subject to a \$15 office visit co-payment per visit.

**Section 9.**

Effective January 1, 2010, there will be an annual contribution by each employee payable to the City equal to .5% of that employee's annual base salary, which is a contribution in connection with the City's annual increases for the cost of health insurance. This payment will be deducted from salary pro rated and taken out of biweekly paychecks.

**ARTICLE XVI**  
**SUSPENSION, DISMISSALS, FINES, DEMOTIONS,**  
**PROMOTIONS, AND DISCIPLINARY PROCEDURES**

**Section 1.**

New Jersey Civil Service Provisions shall apply as to suspensions, dismissals, fines, demotions, promotions and all other disciplinary action except as legally altered or amended by the terms of this Agreement.

**Section 2.**

It is agreed that no clause in this Agreement shall imply any lowering of the working conditions heretofore existing in any division of the City.

**Section 3.**

If departmental changes are filed against any member, the City must notify the President of the Association in writing of such charges. If any member so charged is required to attend any meeting which may lead to disciplinary actions, he has the right to request that a representative of the Association be present.



**ARTICLE XVII**  
**PROBATIONARY EMPLOYEES**

**Section 1.**

New employees shall remain probationary until after the completion of twelve (12) months of employment from the date of hire. Upon completion of said period, such employees shall enjoy seniority status from the date of hire.

**Section 2.**

Discharge or disciplinary action of probationary employees shall be governed by the provisions of Civil Service Statutes. Such employees may, during their probationary periods, be terminated at any time during said period without recourse whatsoever.

**ARTICLE XVIII**  
**SENIORITY AND FORCE REDUCTION**

**Section 1.**

Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

**Section 2.**

Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

**Section 3.**

In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness and seniority and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Department before hiring new employees, provided employees are available with the necessary qualifications and ability and passing grade to fill the vacancy. Any dispute arising under this Section to be subject to the grievance procedure. Grievances filed under this Step shall be answered by the appropriate supervisor within the five (5) working days after any meeting to resolve the grievance informally filed and the parties have agreed that said matter cannot be resolved.

#### Section 4.

One (1) steward shall have during the respective periods in such capacity, top seniority, except for promotion purposes, and after his periods of service, he shall have a normal seniority status with respect to layoff and recall.

#### Section 5.

- (a) Seniority will be used for the purpose of picking vacations, where possible.
- (b) The City shall have the right to fill openings which occur in a firehouse because of death, retirement, resignation or redeployment of personnel. Where qualifications are equal, seniority will be used to fill that position in said firehouse insofar as practicable, subject to the approval of the Chief Administrative Officer or the Public Safety Director.
- (c) Any transfer or reassignment of an employee to a fire station/house other than his/her regular fire station/house shall be based upon seniority so that employees are allowed to pick and choose their new fire station/house by seniority.

## ARTICLE XIX GRIEVANCE PROCEDURE

### Section 1. - General.

It is recognized that a complaint may arise between the City and the Association, or between the City or anyone or more employees concerning the meaning of application of, or compliance with, any Section of this Agreement. The City and the Association earnestly desire that such complaints or grievances shall not be interruptive and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints which may arise will be kept as informal as may be appropriate, is outlined hereinafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

### Section 2. - Procedure to be Followed.

The Association and the City agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided in Civil Service Regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the City and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in

such violation subject to immediate discharge or other discipline, at the direction of the City, subject to the provisions of Civil Service Regulations. A grievance shall be settled in the following manner:

**STEP ONE.**

The aggrieved shall institute action within five (5) working days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure of the Association or the employee to act within the said five (5) working days shall be deemed to constitute an abandonment of the grievance. Grievances filed under this step shall be answered by the appropriate supervisor within five (5) working days after any meeting to resolve the grievance informally has failed, and the parties have agreed that said matter cannot be resolved.

**STEP TWO.**

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within three (3) working days after the response at the first step. The Director of Public Safety shall set a meeting within five (5) working days after the request or for such other time as is mutually agreeable. Said second step meeting shall be between the Director of Public Safety and the Association representative, if requested by the grievant. The Director of

Public Safety's response to the second step shall be delivered to the Association within ten (10) working days after the meeting.

### **STEP THREE.**

If the grievance is not settled at the second step, the grievant may make written request for a third step meeting within three (3) working days after the response at the second step. The Chief Administrative Officer shall set a meeting within five (5) working days after the request or for such other time as is mutually agreeable. Said third step meeting shall be between the Chief Administrative Officer and the Association representative, if requested by the grievant. The Chief Administrative Officer's response to the third step shall be delivered to the Association within ten (10) working days after the meeting.

### **STEP FOUR.**

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it may be submitted to the Merit System Board of the New Jersey State Department of Personnel, provided such grievance falls within Title 11A, N.J.S.A. If the grievance is one governed by Civil Service Statutes other than Title 11A, N.J.S.A., it may be taken to binding arbitration in the following manner:

Within five (5) days after the completion of Step Three, the Association or the City may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and the cost of his decision shall

be borne by the City and the Association equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

### **CITY GRIEVANCES.**

Grievances initiated by the City shall be filed directly with the Association within five (5) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) calendar days after the filing of a grievance between the Chief Administrative Officer and the Association Representative in an effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the manner prescribed herein.

### **Section 3. - Working Days.**

For purposes of the grievance procedure set forth in Section 2 of this Article, the term "working days" shall mean those days on which City Hall is open for the transaction of public business.

**ARTICLE XX**  
**OUTSIDE EMPLOYMENT**

It is understood that full-time employees shall consider their City positions as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties for the City of Long Branch. Employees seeking any outside employment activity must first receive permission of the Director of Public Safety before accepting same.

Every employee planning to be engaged in outside employment shall first submit, in writing, the name or names of his prospective outside employer to his commanding officer who will then transmit the information to the Director of Public Safety.

It is agreed that the City may exercise the right to control working hours, working period, and outside employment as related to the Fair Labor Standards Act notwithstanding the conditions of this Agreement.



**ARTICLE XXI**  
**RETIREMENT COMMEMORATION AND**  
**AWARDS AND COMMENDATIONS**

**Section 1.**

The City agrees to provide a retirement badge for any employee who retires for reasons of physical disability, age or length of employment as an expression of appreciation for community service.

**Section 2.**

The City agrees to recognize and distinguish any acts of valor by a member, as submitted by any City official or officer of the department, by awarding decorations in the form of letters or commendation and awarding citation bars and ribbons.

**ARTICLE XXII**  
**ESTATE BENEFITS**

**Section 1.**

If a member dies an accidental or ordinary death, his estate will be paid for all unused vacation time, compensatory time, holiday pay on a prorated basis, and sick leave pay as per Article XI, Section 3.

**Section 2.**

If a member retires because of an accidental or ordinary disability, he will be entitled to all of the unused benefits as provided for in Section 1 above.

**ARTICLE XXIII**  
**SEVERABILITY OF THE AGREEMENT**

**Section 1.**

In the event that any part of this Agreement is found to be illegal by any court or law or by any Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

**Section 2.**

Similarly, a Legislative Act or Governmental Regulation or Order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

**Section 3.**

Nothing herein shall be construed to deny any employee his rights under Title 11A,  
N.J.S.A.

**ARTICLE XXIV**  
**OUTSIDE RECREATIONAL ACTIVITIES**

It is the intent of the New Jersey State Firemen's Mutual Benevolent Association, Local No. 68, and the City of Long Branch, that both parties recognize that there is no right to a claim for a loss of wages, salary and other benefits under the Contract as a result of any injuries sustained in outside recreational activities such as softball, basketball, etc.

It is understood that the Firemen's Field Day activities and the Mayor's Trophy Softball Game will be covered for Workmen's Compensation.

**ARTICLE XXV**  
**MANAGEMENT LABOR COMMITTEE**

The City agrees to establish and take part in a Management Labor Committee consisting of two (2) members from management, one of which will be the Chief Administrative Officer, the other named by the City; and two (2) members from Local No. 68, one of which will be the President of the Association, and the other named by labor.

The purpose of this Committee shall be to discuss all matters pertaining to occupational safety and health within the Fire Department, impending new rules and regulations and other matters relevant to the operation of the Department when either party deems it appropriate to meet, said party shall contact the other party and a meeting shall be scheduled within a reasonable period of time.

**ARTICLE XXVI**  
**MISCELLANEOUS**

**Section 1.**

The City shall prepare a manual containing all its rules and regulations so as to establish standard operating procedures. Such manual shall include, but not be limited to, the General Rules and Regulations for the Uniformed Fire Division of the Long Branch Fire Department, as amended, and the current manual of Standard Operating Procedures. A copy of this manual shall be issued to each new hire as part of his initial issue.

**Section 2.**

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. Nothing herein shall be construed as permitting negotiation of the standards or criteria for employee performance.

**Section 3.**

All employees shall have access to cooking, shower and sleeping facilities. If such facilities are not provided at an employee's work station, the City agrees to provide access to such cooking, shower or sleeping facilities at a City-owned work station. In the event that an employee must utilize the facilities of a City-owned station, provisions will be made by the U.F.D. Officer-in-Charge, or the Fire Chief, to ensure adequate coverage for the employee's work station.

**ARTICLE XXVII**  
**TERM AND RENEWAL**

**Section 1.**

This Agreement shall be in full force and effect as of January 1, 2008 and shall remain in effect to and including December 31, 2013, without reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one (1) party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

**Section 2.**

The said notification shall be sent to the City and the Association or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City of Long Branch, Monmouth County, New Jersey, on this 28<sup>th</sup> day of October, 2010.

ATTEST:

THE CITY OF LONG BRANCH

Kathy Schmelz  
Kathy Schmelz, City Clerk

By: Adam Schneider  
Adam Schneider, Mayor

THE NEW JERSEY STATE FIREMEN'S  
MUTUAL BENEVOLENT  
ASSOCIATION,  
LOCAL NO. 68

ATTEST:

Douglas Rowell  
Douglas Rowell, Secretary  
F.M.B.A. Local No. 68

By: Jim Parnell  
Jim Parnell, President



# APPENDIX

Step	2007	2008	2009	3% INCR. 1/1/2010	3% INCR. 7/1/2010	3% INCR. 1/1/2011	3% INCR. 7/1/2011	3% INCR. 1/1/2012	3% INCR. 7/1/2012	3.5% INCR. 1/1/2013
Academy Step (1st 6 months)	\$31,917	\$31,917	\$31,917	\$32,875	\$33,861	\$34,877	\$35,923	\$37,001	\$38,111	\$39,444
Probationary Step (2nd 6 months)	\$39,895	\$39,895	\$39,895	\$41,092	\$42,325	\$43,595	\$44,903	\$46,250	\$47,638	\$49,607
Step 1	\$44,683	\$44,683	\$44,683	\$46,023	\$47,404	\$48,826	\$50,291	\$51,800	\$53,354	\$55,221
Step 2	\$56,514	\$56,514	\$56,514	\$58,209	\$59,955	\$61,754	\$63,607	\$65,515	\$67,480	\$69,842
Step 3	\$61,024	\$61,024	\$61,024	\$62,855	\$64,741	\$66,683	\$68,683	\$70,743	\$72,865	\$75,416
Step 4	\$65,530	\$65,530	\$65,530	\$67,496	\$69,521	\$71,607	\$73,755	\$75,968	\$78,247	\$80,985
Step 5	\$70,554	\$70,554	\$70,554	\$72,671	\$74,851	\$77,097	\$79,410	\$81,792	\$84,246	\$87,194
Step 6	\$75,203	\$75,203	\$75,203	\$77,459	\$79,783	\$82,176	\$84,641	\$87,180	\$89,795	\$92,939
Step 7	\$83,123	\$83,123	\$83,123	\$85,617	\$88,186	\$90,832	\$93,557	\$96,364	\$99,255	\$102,727
Step 8	\$84,140	\$84,140	\$84,140	\$86,664	\$89,264	\$91,942	\$94,700	\$97,541	\$100,467	\$103,984
Step 9	\$85,158	\$85,158	\$85,158	\$87,713	\$90,344	\$93,054	\$95,846	\$98,721	\$101,683	\$105,242
Step 10	\$87,215	\$87,215	\$87,215	\$89,831	\$92,526	\$95,302	\$98,161	\$101,106	\$104,139	\$107,784
Lieutenants	\$97,168	\$97,168	\$97,168	\$100,083	\$103,085	\$106,178	\$109,363	\$112,644	\$116,023	\$120,085
Captain	\$108,315	\$108,315	\$108,315	\$111,564	\$114,911	\$118,358	\$121,909	\$125,566	\$129,333	\$133,860

R# 298-09

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH THE LONG BRANCH FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION LOCAL 68 (FMBA LOCAL 68)**

WHEREAS, almost all of the City's employees are represented by an exclusive bargaining organization for purposes of establishing the employee's various terms and conditions of employment; and

WHEREAS, after negotiations, the City has settled a bargaining agreement in order to provide for various terms and conditions of employment for the affected employees.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor is hereby authorized on behalf of the City of Long Branch to execute the contract agreement between the City of Long Branch the Long Branch Firemen's Mutual Benevolent Association Local 68 (FMBA LOCAL 68) for the period January 1, 2008 to December 31, 2013.

MOVED: BROWN  
SECONDED: CELLI

AYES: 4  
NAYS: 1 - UNGER  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL OF  
REGULAR MEETING HELD ON OCT 13, 2009  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

CITY CLERK, R.M.C.

**MEMORANDUM OF AGREEMENT  
(AGREEMENT)**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter: "Agreement") is entered into this 13th <sup>October</sup>~~September~~ day of ~~September~~ 2009 between the City of Long Branch (City) and Long Branch Firemen's Mutual Benevolent Association Local 68 (FMBA Local 68).

**WHEREAS**, the parties have negotiated and agreed upon the terms of an agreement with regard to Firefighters employed by the City for the period January 1, 2008 to December 31, 2013; and

**WHEREAS**, the parties desire to set forth the terms of this agreement; and

**WHEREAS**, this Agreement is a successor to a prior written agreement and interest arbitration decision and award (Docket No. LA-2005-003) (Award), which prior written agreement and Award covered the period ending December 31, 2007.

**NOW, THEREFORE**, it is agreed as follows:

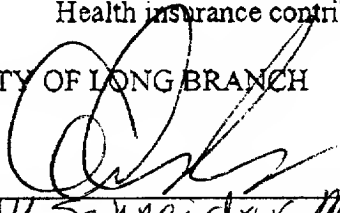
1. The terms of the "WHEREAS" clauses are represented to be accurate and true.
2. Except as changed herein, the terms and provisions of the prior written agreement and Award shall apply. The foregoing includes but is not limited to payment of step movement or guide movement, or any other payments even though in a particular year there may be no across-the-board increase.
3. The term of this Agreement shall be from January 1, 2008 to December 31, 2013.

4. 2008. No across-the-board increase, except that any employee with 29 years or more of service shall receive an across-the-board increase of 3% effective January 1, 2008.
5. 2009. No across-the-board increase.
6. 2010. Effective January 1, 2010, a 3% across-the-board increase and effective July 1, 2010 a 3% across-the-board increase. Effective January 1, 2010, there will be an annual contribution by each employee payable to the City equal to .5% of that employee's annual base salary, which is a contribution in connection with the City's annual increases for the cost of health insurance. This payment will be deducted from salary pro rated and taken out of biweekly paychecks.
7. Effective January 1, 2010, the sum of \$525 shall be paid as a stipend as a uniform allowance for each Firefighter. The aforesaid amount shall be paid annually in each year after 2010 effective January 1 of each such year. This payment is in lieu of and replaces the previous \$525 payment known as a "replacement uniform allowance for each Firefighter."
8. 2011. Effective January 1, 2011, a 3% across-the-board increase and effective July 1, 2011 a 3% across-the-board increase. Health insurance contribution of .5% shall continue.
9. 2012. Effective January 1, 2012, a 3% across-the-board increase and effective July 1, 2012 a 3% across-the-board increase. Health insurance contribution of .5% shall continue.

10. 2013. Effective January 1, 2013, a 3.5% across-the-board increase.

Health insurance contribution of .5% shall continue.

CITY OF LONG BRANCH

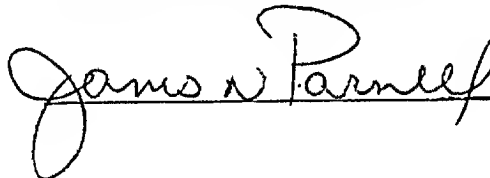
By:   
Adam Schneider Mayor

By:   
Gene Jeline, City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_

LONG BRANCH FIREMEN'S MUTUAL BENEVOLENT  
 ASSOCIATION LOCAL NO. 68

By:   
James Parnell

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_